

CITY OF EUREKA PARK USE PERMIT

I. PARK: _____

EVENT _____ EST. ATTENDANCE _____

FACILITIES NEEDED _____

DATE(S) _____ HOUR _____

II. NAME OF INDIVIDUAL _____

ADDRESS _____ TELEPHONE (HM) _____

ORGANIZATION _____ TELEPHONE (WK) _____

III. CONDITIONS OF PERMIT

- A. The City of Eureka reserves the right to refuse or recall permits.
- B. No alcoholic beverages allowed on premises.
- C. Do not permanently affix anything to City property.
- D. Contact the Public Works Department at 441-4241 to cancel your reservation.
- E. A \$50.00 security deposit may be required upon reserving park facilities. The deposit is refunded only if the facility and surrounding grounds are cleaned upon completion of the event.
- F. Attendance is limited to 300 people unless otherwise approved. Violation of this may result in forfeiture of the cleaning deposit.
- G. You are required to abide and adhere to the contract hours.
- H. Your signature below agrees that while your organization uses these facilities made available by the City of Eureka, you will not discriminate on the basis of disability.
- I. All activities must be concluded by 11:00 p.m.
- J. Commercial uses of park facilities are prohibited except as allowed under the Eureka Municipal Code, Section 93.56.
- K. THE UNDERSIGNED DECLARES THAT FACTS STATED IN THIS APPLICATION ARE TRUE AND CORRECT AND WILL ABIDE BY ALL TERMS AND CONDITIONS AS STATED HEREIN AND CONTAINED IN THE ATTACHED CITY OF EUREKA POLICY FOR USE OF RECREATION FACILITY RENTALS.
- L. Insurance is required and will apply to all activities connected with this event.

IV. RENTAL AND INSURANCE FEES AND DEPOSITS

RENTAL FEES: Staff (open/close facility) = \$ 16.00

Group Picnic Areas:

Sequoia Park: \$35 without Sports Kit
(plus \$50 deposit); \$60 with Sports
Kit (plus \$75 deposit) = \$ _____
Carson Park: \$20 plus \$50 deposit = \$ _____
Sacco Amphitheater: \$20 plus \$50 deposit = \$ _____

DEPOSITS: Key -0- Cleaning \$50.00 Other _____ = \$ _____

INSURANCE IS REQUIRED - INSURANCE FEES: = \$ _____

RETURN CONTRACT BY _____ **AMOUNT DUE = \$**
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V. WAIVER

I hereby waive, release and discharge any and all claims for damages for death, personal injury or property damage which I may have, or which hereafter accrue to me, against the City as a result of my rental of this facility. This release is also intended to provide defense and indemnification to the City, its officers, officials, employees and volunteers, any other involved municipalities or public agencies for any liability arising out of or connected in any way with my rental of this facility, even though that liability may arise out of the negligence or carelessness on the part of the persons or agencies mentioned above. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

Other than those City of Eureka employees who are specifically assigned to assist in or monitor this event, it is understood by the City and the Contract Holder that any and all employees and volunteers working on the contracted event are employees or volunteers of the Contract Holder and not the City of Eureka. Any and all liability associated with activities of the Contract Holder's employees or volunteers, including workers' compensation, is the sole responsibility of the Contract Holder and not the City of Eureka.

SIGNATURE OF APPLICANT _____ DATE _____

AUTHORIZING CITY OFFICIAL _____ DATE _____

OFFICE USE ONLY

| | | |
|----------------------|-------------------------|----------------------|
| Date Paid Dep. _____ | Date Paid Balance _____ | Date of refund _____ |
| Receipt # _____ | Receipt # _____ | Refund # _____ |
| Staff Initials _____ | | Refund Amt. _____ |